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2 BILL NO. S-75-08- 46.

3 SPECIAL ORDINANCE NO. S- 174-75

4 AN ORDINANCE approving a contract with A. GROSJEAN  
5 & SON for alley paving, Resolution 5675-1975

6  
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
8 WAYNE, INDIANA:

9 SECTION 1. That the contract dated August 7, 1975, between the  
10 City of Fort Wayne, by and through its Mayor and the Board of Public Works  
11 and A. GROSJEAN & SON, for:

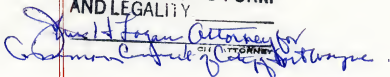
12 Paving the alley between Glenwood Avenue and Kenwood Avenue  
13 from the east property line of Leroy Avenue to the west property  
14 line of Carew Street

15 for a total cost of \$14,258.00, of which the property owners will pay \$10,696.00  
16 and City to pay \$3,562.00, all as more particularly set forth in said contract,  
17 which is on file in the Office of the Board of Public Works, is by reference in-  
18 corporated herein, made a part hereof and is hereby in all things ratified, con-  
19 firmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from  
21 and after its passage and approval by the Mayor.

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24 \_\_\_\_\_  
25 Councilman  
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APPROVED AS TO FORM  
AND LEGALITY

  
Attorney for City of Fort Wayne

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>A</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 9-9-75

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. A 174-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 10:00 o'clock 10 M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 2:00 o'clock 2 M., E.S.T.

John L. ...  
MAYOR

Bill No. S-75-08-46

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with A. GROSJEAN & SON for alley paving, Resolution

5675-1975

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

Wm. Hinga  
Eugene Kraus, Jr.  
William T. Hinga  
John Huckols  
D. Schmidt

DATE 9-9-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

August 6, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Public Hearings were held, bids taken and contract awarded for the improvement of the alley between Glenwood Avenue and Kenwood Avenue from Leroy Street to Carew Street.

A. Grosjean & Son was the only bidder at a cost of \$14,258.00. City cost on the improvement will be 25% or \$3,562.00 with property owners paying 75%.

Since the property owners are requesting construction be started, and the contractor is ready to commence, the Board respectfully requests "Prior Approval".

The contract will be forwarded for formal approval as soon as it is processed.

Very truly yours,

BOARD OF PUBLIC WORKS

*Carl E. O'Neal*

Carl E. O'Neal, Member

CEO:bt

cc: Mayor

Attachment: Tabulation

APPROVED:

*Carl E. O'Neal* *James H. Miller* *Samuel J. Talarico*  
*Vivian H. Schmidt* *Paul R. Johnson* *(1) Schmidt*  
*Eugene Kraus* *William T. King*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Schuster*  
City Clerk

*Outback Off.*

AN EQUAL OPPORTUNITY EMPLOYER



# CONTRACT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by and between \_\_\_\_\_

-----A. GROSJEAN & SON CONSTRUCTION CO.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Imp. Res. No. 5675-1975: for paving the alley between Glenwood Avenue and Kenwood Avenue from the east property line of Leroy Avenue to the west property line of Carew Street

by grading and paving the roadway to a width of ten (10) feet with 7" plain concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5675-1975 and at the following price per lineal foot

at the following prices:

Excavation - regular	Four dollars and no cents, per cubic yards	4.00
Alley pavement - 7" plain concrete	Twelve dollars and no cents, per square yard	12.00
Fine grading	One dollar and no cents, per square yard	1.00
Seeding & sodding (includes straw mulch)	Two dollars and no cents, per square yard	2.00
New manholes, 48" (including casting)	One thousand dollars and no cents, per each	1,000.00
New inlets to be constructed (including casing)	Five hundred dollars and no cents, per each	500.00
New castings to be furnished (Neenah R1772 CVH)	Two hundred dollars and no cents, per each	200.00
Backfill gravel (trenches & structures), #53	Eight dollars and no cents, per cubic yard	8.00
12" sewer pipe	Eighteen dollars and no cents, per lineal foot	18.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66 concerning dis...

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5675-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within thirty (30) days after Councilmanic approval and in all respects completed on or before \_\_\_\_\_, 19\_\_\_\_ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said \_\_\_\_\_ date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 7<sup>TH</sup> day of AUGUST, 19 75

A. GROSJEAN & SON CONSTRUCTION CO.

BY: Robert A. Grosjean

ITS: owner

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]  
CITY ATTORNEY



# DEPARTMENT OF PUBLIC WORKS

## CITY OF FORT WAYNE, INDIANA

### Street, Alley and Sidewalk Improvement Specifications

#### For Draining, Grading, Curbing, Paving and Improving

the alley between Glenwood Avenue and Kenwood Avenue

from the east property line of Leroy Avenue

to the west property line of Garaw Street

(excepting the intersections of transverse streets that are already paved)  
with Sheet Asphalt, Asphaltic Concrete upon a six (6) inch Concrete foundation or with six (6) inch Plain Concrete.

8" Macadam, 2" Binder and 1" Asphalt Top may be used for Street improvements.

~~A plain six (6) inch Concrete pavement may be used for Alley improvements.~~

A plain five (5) inch Concrete pavement may be used for Sidewalk improvements.

with 7" Plain Concrete

length 607 lineal feet, center of street, alley or sidewalk, measurement, width 10 feet, between curbs or outside forms. Contractor will divide his cost by unit price to ascertain his bid price per lineal foot.

(expecting so much of the width, if any, as the Street Railway Company is bound by contract or otherwise to improve or pay the cost of improving, if such railway has made application or petition to construct all such portion of the improvement), under Improvement Resolution No. 2675 passed by the Board of Public Works of Fort Wayne, Indiana, the day of 19



# GUARANTY BOND

Know All Men by These Presents, That we-----

-----A. GROSJEAN & SON CONSTRUCTION CO.-----Contractors

as principal, and-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fourteen Thousand  
Two Hundred Fifty Eight Dollars and No Cents-----

-----(\$14,258.00)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----A. GROSJEAN & SON CONSTRUCTION CO.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct &  
-----an alley Pavement

~~xxx~~ between Glenwood Avenue and ~~xxxxxxx~~ Kenwood Avenue from the east  
property line of Leroy Avenue to the west property line of Carew Street, to a  
width of ten (10) feet with 7" plain concrete

-----according to certain plans and specifications, and  
for a period of three (3) years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

A. GROSJEAN & SON CONSTRUCTION CO.-----shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 7<sup>th</sup> day of AUGUST, 1975

A. GROSJEAN & SON CONSTRUCTION CO. (SEAL)

BY: Ronald E. Altevoigt (SEAL)

ITS: owner (SEAL)

Approved this-----day of-----

Board of Public Works.

INDIANA INSURANCE COMPANY, SURETY

Ronald E. Altevoigt  
BY Ronald E. Altevoigt  
Attorney-in-fact



APPROVED AS TO FORM AND LEGALITY

DUTY ATTORNEY

# LIABILITY BOND

Know All Men by These Presents, That we-----

-----A. GROSJEAN & SON CONSTRUCTION CO.,-----

as principal, and-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fourteen

Thousand Two Hundred Fifty Eight Dollars and No Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 14,258.00)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 7<sup>TH</sup> day of AUGUST, 1975

A. GROSJEAN & SON CONSTRUCTION CO. (SEAL)

BY: Ronald E. Grosjean (SEAL)

ITS: Ronald E. Grosjean (SEAL)

----- (SEAL)

Approved this----- day of-----

Board of Public Works.

INDIANA INSURANCE COMPANY, SURETY

Ronald E. Altavogt  
BY Ronald E. Altavogt  
Attorney-in-fact



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Indiana

IN RE:

## WAGE SCALE

CODE: G-SKILLED  
 SS-SKILL SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER HOUR

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975, in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADE OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP	MISC.
ASBESTOS WORKER	S	10.55	35c	55c			31f
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.73		6%		4	21f
	S	9.01	47	40		5	21f
CEMENT MASON	S	8.70	40				
	S	9.50	30	1% 30		4	
ELECTRICIAN	S	8.77	44½	29	7%	2	
	S	8.24	12		25	4	35c hold
ELEVATOR CONSTRUCTOR	S	10.20	65	80		1	21f
	S-SS						
GLAZIER	US	6.25-6.65	35	35		9	
	S-US-SS	5.90-6.05	35	35		7	
	S-US-SS	6.25-7.33	35	30		7	
IRON WORKER	S	8.20		25		1	31f
	S	9.06		6%		4	21f
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	7.20-9.90	40	40		5	
	S-SS-US	6.96-9.10	40	40		6	
	S-SS-US	7.07-9.27	40	40		5	
LATHER	S	7.75-8.75	37	35		10	6misc.
	S	8.40	40				
MILLWRIGHT & PILEDRIVER	S	9.90	30	65		7	41f
	S	6.65-8.85					
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S	8.75		10			
	S	9.89	40	35		4	131f
PAINTER	S-SS						
	US	7.34-8.3½	18pw	14.50pw			
	S-SS-US	7.16-7.70	17.50pw	10.50pw			
PLASTERER	S	7.34-8.3½	18pw	14.50pw			
	S	7.16-7.70	17.50pw	10.50pw			
PLUMBER & STEAMFITTER	S	7.34-8.3½	18pw	14.50pw			
	S	7.16-7.70	17.50pw	10.50pw			
ROOFER	S	7.34-8.3½	18pw	14.50pw			
	S	7.16-7.70	17.50pw	10.50pw			
SHEETMETAL WORKER	S	7.34-8.3½	18pw	14.50pw			
	S	7.16-7.70	17.50pw	10.50pw			
TEAMSTER (BUILDING) (HIGHWAY)	S	7.34-8.3½	18pw	14.50pw			
	S	7.16-7.70	17.50pw	10.50pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Kolar  
 REPRESENTING THE GOVERNOR, STATE OF IND.  
Clair C. Leonard  
 REPRESENTING THE AWARING AGENCY

Frank W. Rice  
 REPRESENTING STATE A.P.L. & C.I.O.

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Ervin H. Heider or Ronald E. Altevogt

of Port Wayne

and State of Indiana

its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows:

Not to exceed the sum of \$100,000.00.

and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VII (1) of the By-Laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VII (1). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the seal of the corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 28th day of February 19 74.

INDIANA INSURANCE COMPANY

ATTEST:

J. R. Johnson  
Secretary / Assistant Secretary

By

J. S. Faust  
Vice President

STATE OF INDIANA )  
COUNTY OF MARION ) ss.

On this 28th day of February, A.D. 1974, before me personally came J. S. Faust, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said J. S. Faust

further said that he is acquainted with J. R. Johnson and knows him to be the Secretary - Assistant Secretary of said Corporation; and that he executed the above instrument.

3-20-77  
My Commission Expires

Joan H. Mills  
Joan H. Mills Notary Public

STATE OF INDIANA )  
COUNTY OF MARION ) ss.

I, J. R. Johnson, the Secretary-Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 7th day of AUGUST, A.D., 19 75.

(Seal)



J. R. Johnson  
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with A. Grosjean & Son in amount of  
\$14,258.00 for paving of the alley between Glenwood and Kenwood Avenues,  
Resolution 5675-1975.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Paving of deteriorated alley

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City \$3,562.00, cost  
to property owners \$10,696.00

ASSIGNED TO COMMITTEE

*Ad. of WKS*